

SERFF Tracking Number: ARKS-125469454 State: Arkansas
First Filing Company: 10855 - CYPRESS INSURANCE COMPANY, ... State Tracking Number: #194427 \$50
Company Tracking Number:
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Property
Project Name/Number: /

Filing at a Glance

Companies: 10855 - CYPRESS INSURANCE COMPANY, 20044 - CORNHUSKER CASUALTY COMPANY

Product Name: Property	SERFF Tr Num: ARKS-125469454	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: #194427 \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num:	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author:	Disposition Date: 02/12/2008
	Date Submitted: 01/31/2008	Disposition Status: Approved
Effective Date Requested (New): 02/12/2008		Effective Date (New): 02/12/2008
Effective Date Requested (Renewal): 02/12/2008		Effective Date (Renewal): 02/12/2008

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/12/2008	
State Status Changed: 02/12/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Company and Contact

Filing Contact Information

NA NA, NA@NA.com

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NA (123) 555-4567 [Phone]
NA, AR 00000

Filing Company Information

10855 - CYPRESS INSURANCE COMPANY CoCode: 10855 State of Domicile: Arkansas
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

20044 - CORNHUSKER CASUALTY CoCode: 20044 State of Domicile: Arkansas
COMPANY
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

SERFF Tracking Number: *ARKS-125469454* *State:* *Arkansas*
First Filing Company: *10855 - CYPRESS INSURANCE COMPANY, ...* *State Tracking Number:* *#194427 \$50*
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TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*
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Filing Fees

Fee Required? **No**
Retaliatory? **No**
Fee Explanation:
Per Company: **No**

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/12/2008	02/12/2008

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Disposition

Disposition Date: 02/12/2008
Effective Date (New): 02/12/2008
Effective Date (Renewal): 02/12/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: *ARKS-125469454* *State:* *Arkansas*
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TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125469454		No
Form		Approved	Yes

SERFF Tracking Number: ARKS-125469454 State: Arkansas
First Filing Company: 10855 - CYPRESS INSURANCE COMPANY, ... State Tracking Number: #194427 \$50
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TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved							0.00	

SERFF Tracking Number: *ARKS-125469454* *State:* *Arkansas*
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Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: *ARKS-125469454* *State:* *Arkansas*
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Company Tracking Number:
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*
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Supporting Document Schedules

Satisfied -Name: ARKS-125469454 **Review Status:** 02/12/2008
Comments:
Attachment:
ARKS-125469454.pdf

CR

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only Approved until withdrawn or revoked FEB 12 2008 Arkansas Insurance Department By: RK	2. Insurance Department Use only	
	a. Date the filing is received: <i>CR #194427</i>	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing: <i>\$ 50</i>	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #: <i>ARIS-125469454</i>	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
Berkshire Hathaway Homestate Companies	0031

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Cornhusker Casualty Company	NE	20044	47-0529945	
Cypress Insurance Company	CA	10855	95-6042929	

RECEIVED

JAN 31 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

5. Company Tracking Number	AR-CF-030308-BHHC-F1
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Diane Pokorny 9290 W. Dodge Road Ste. 300 Omaha, NE 68114	Regulatory Analyst	800-488-2930	402-393-7619	dpokorny@bh-hc.com
7. Signature of authorized filer <i>Diane M. Pokorny</i>				
8. Please print name of authorized filer		Diane M. Pokorny		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	01.0
10. Sub-Type of Insurance (Sub-TOI)	01.0001
11. State Specific Product code(s)(if applicable)(See State Specific Requirements)	
12. Company Program Title (Marketing title)	Commercial Property
13. Filing Type CF	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal:

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	01/28/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-CF-030308-BHHC-F1
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Commercial Property Coverage Part Equipment Breakdown Endorsement Schedule (CPM 0222 01 08)

Lists the coverages, limits and deductibles.

Equipment Breakdown Enhancement Endorsement (CPM 2026 01 08)

The form modifies insurance provided under the Building and Personal Property Coverage Form, Causes of Loss – Basic Form, Causes of Loss – Broad Form, and Causes of Loss – Special Form.

Equipment Breakdown Enhancement Endorsement (CPM 2027 01 08)

The form modifies insurance provided under the Financial Institution Building and Personal Property Coverage Form and Financial Institution Causes of Loss – Special Form.

Equipment Breakdown Enhancement Endorsement (CPM 2028 01 08)

The form modifies insurance provided under the Governmental Property Coverage form, Governmental Causes of Loss – Basic Form, Governmental Causes of Loss – Broad Form, and Governmental Causes of Loss – Special Form.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: 0000194427 Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

Effective March 1, 2007

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AR-CF-030308-BHHC-F1		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Commercial Property Coverage Part Equipment Breakdown Endorsement Schedule	CPM 0222 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Equipment Breakdown Enhancement Endorsement	CPM 2026 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Equipment Breakdown Enhancement Endorsement	CPM 2027 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Equipment Breakdown Enhancement Endorsement	CPM 2028 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



Berkshire Hathaway Homestate Companies

Redwood Fire and Casualty Insurance Company
Cornhusker Casualty Company
Brookwood Insurance Company

Continental Divide Insurance Company
Oak River Insurance Company
Cypress Insurance Company

January 28, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, Arkansas 72201-1904

Subject: Cornhusker Casualty Company and Cypress Insurance Company
Form Filing
Commercial Property Endorsements
NAIC #: 031-20044, 031-10855
Company Filing #: AR-CF-030308-BHHC-F1
Effective Date: Upon Approval

Dear Commissioner Bowman:

Cornhusker Casualty Company and Cypress Insurance Company hereby propose to file optional endorsements for Commercial Property coverages in Arkansas. We hereby propose the following effective date rule:

"The endorsements apply to policies effective upon approval."

If we do not receive approval upon approval, an amended effective date will be selected.

The Companies have been granted authority to transact insurance in Arkansas. As an ISO subscriber, we have given ISO authority to file on our behalf. The endorsements in this filing are in regards to Commercial Property coverage and are intended to supplement any forms and endorsements already in place. If you have any questions, please call me at (800) 488-2930. We have attached an extra copy of this filing, together with a postage prepaid and self-addressed return envelope. Upon approval, please file, stamp, and return the extra copy to complete our records. A corresponding rate filing will be sent under separate cover.

Sincerely,

Diane M. Pokorny
Regulatory Analyst
dpokorny@bh-hc.com

EXPLANATORY MEMORANDUM
(AR-CF-030308-BHH-C-F1)

Cornhusker Casualty Company and Cypress Insurance Company hereby propose to file optional endorsements for Commercial Property coverages in Arkansas. This filing represents an independent program of the companies.

Effective Date

We hereby propose the following effective date rule:

“The endorsements apply to policies effective upon approval.”

If we do not receive approval upon approval, an amended effective date will be selected.

**Commercial Property Coverage Part Equipment Breakdown Endorsement Schedule
(CPM 0222 01 08)**

Lists the coverages, limits and deductibles.

Equipment Breakdown Enhancement Endorsement (CPM 2026 01 08)

The form modifies insurance provided under the Building and Personal Property Coverage Form, Causes of Loss – Basic Form, Causes of Loss – Broad Form, and Causes of Loss – Special Form.

Equipment Breakdown Enhancement Endorsement (CPM 2027 01 08)

The form modifies insurance provided under the Financial Institution Building and Personal Property Coverage Form and Financial Institution Causes of Loss – Special Form.

Equipment Breakdown Enhancement Endorsement (CPM 2028 01 08)

The form modifies insurance provided under the Governmental Property Coverage form, Governmental Causes of Loss – Basic Form, Governmental Causes of Loss – Broad Form, and Governmental Causes of Loss – Special Form.

As an ISO subscriber, we have given ISO authority to file forms on our behalf. Since this filing is intended to supplement any ISO or company program already in place, we will use the endorsements in this filing together with the approved ISO forms.

Person to Contact

If there are questions about this filing or any of its attachments, please call Diane Pokorny at (800) 488-2930. A duplicate copy of this filing is enclosed, along with a postage prepaid and self-addressed return envelope. Upon approval, please file, stamp, and return the extra copy to complete our records.

COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN ENDORSEMENT SCHEDULE

The limit of insurance and deductible applicable for direct damage to covered property caused by "Equipment Breakdown" is the applicable limit of insurance and deductible shown in the Declarations for the damaged property, if any, unless otherwise indicated on this declarations.

The limit of insurance and deductible applicable for Business Income and/or Extra Expense losses caused by "Equipment Breakdown" is the applicable limit of insurance and deductible shown in the policy for Business Income and/or Extra Expense losses, if any, unless otherwise indicated on this declarations.

The limit of insurance applicable for Off-Premises Power Interruption (Utility Interruption), Valuable Papers and Media, and/or Ordinance or Law losses caused by "Equipment Breakdown" is the applicable limit of insurance shown in the policy for Off-Premises Power Interruption (Utility Interruption), Valuable Papers and Media, and/or Ordinance or Law losses, if any, unless otherwise indicated on this declarations.

Other Coverages

Limits

Pollutant Clean Up and Removal

\$ _____

Refrigerant Contamination

\$ _____

Perishable Goods

\$ _____

Expediting Expense

\$ Included

CFC Refrigerants

\$ Included

Computer Equipment

\$ Included

Deductibles

Property Damage

Business Income / Extra Expense

Other Conditions

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

The following forms are modified with respect to coverage provided by this endorsement only:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM
CAUSES OF LOSS - SPECIAL FORM

Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

CAUSES OF LOSS - SPECIAL FORM

B. EXCLUSIONS

All Exclusions apply except the following: **B.2.a., B.2.d. (6) and B.2.e**

The Exclusions are modified as follows:

The following is added to **Exclusion B.1.g.**:

However, if electrical Covered Property requires drying out because of the above, we will pay for the direct expenses of such drying out, subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

C. LIMITATIONS

All Limitations apply except C.a. and C.b.

G. Definitions

The following is added to the "Specified Causes of Loss" definition:

"Specified Causes of Loss" also means "**Equipment Breakdown**".

CAUSES OF LOSS - BASIC FORM
CAUSES OF LOSS - BROAD FORM

A. COVERED CAUSES OF LOSS

The following Covered Causes of Loss is added:
"**Equipment Breakdown**"

B. EXCLUSIONS

All Exclusions apply except:

CAUSES OF LOSS - BASIC FORM - B.2.a., B.2.d., and B.2.e.

CAUSES OF LOSS - BROAD FORM - B.2.a, B.2.b., and B.2.c.

The Exclusions are modified as follows:

a. The following is added to **Exclusion B.1.g.**:

However, if electrical Covered Property requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. COVERAGE

4. Additional Coverages

The following Additional Coverages are in addition to the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

The following is added to the last paragraph of 4. Additional Coverages, d. Pollutant Clean Up and Removal:

d. "Pollutant" Clean Up and Removal

We will pay for the cost of "pollutant" clean up and removal for losses resulting from an

"Equipment Breakdown". The most we will pay for "pollutant" clean up and removal caused by an "Equipment Breakdown" is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this Endorsement.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

i. **"Electronic Data Processing Equipment" and "Electronic Data Processing Media"**

We will pay for loss or damage to your "electronic data processing equipment" and "electronic data processing media" caused by an **"Equipment Breakdown"**.

"Electronic Data Processing Equipment" means data processing systems, component parts and related peripheral equipment including air conditioning and fire protection equipment used solely for data processing operations. Electronic data processing equipment does not include electronic systems that control production machinery nor the production machinery itself.

"Electronic Data Processing Media" means punch cards, tapes, discs, drums, cells or other magnetic recording or storage devices, including the information recorded on the media. It also includes the original source material used to enter data and/or programs.

The following **Additional Coverages** are part of and not in addition to the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

The following **Additional Coverages** are added:

e. **Expediting Expenses**

If you have a loss to Covered Property caused by an **"Equipment Breakdown"**, we will pay "reasonable expediting expenses" to expedite temporary or permanent repairs of the Equipment or to replace the Equipment. As used herein, "reasonable expediting expenses" include overtime and the costs of express or other rapid means of transportation.

f. **Refrigerant Contamination**

We will pay the loss to your Covered Property that is damaged by contamination from a refrigerant used in any refrigerating, cooling or humidity control equipment at the described premises, provided the contamination occurred as a result of an **"Equipment Breakdown"**. For purposes of this section, refrigerant includes ammonia.

The most we will pay for loss or damage under this coverage is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this endorsement.

g. **"Perishable Goods"**

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an **"Equipment Breakdown"** of the types of property covered by this policy that are:

- (1) Located on or within 1,000 feet of your described premises; and
- (2) Owned by you, the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for loss or damage under this coverage is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this endorsement.

h. **CFC Refrigerants**

We will pay for the additional cost to repair or replace Covered Property due to an **"Equipment**

Breakdown" because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace covered property if no CFC refrigerant had been involved. We will also pay for additional loss, as described under the Perishable Goods or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

Coverage under this Section (i) is limited to the lesser of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

F. ADDITIONAL CONDITIONS

The following **Additional Conditions** are added:

3. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

4. Jurisdictional Inspections

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

5. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to an **"Equipment Breakdown"**, we will pay your additional cost to replace with equipment that is better for the environment, safer, or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.

H. DEFINITIONS

The following **Definitions** are added: **"Equipment Breakdown"**.

3. **"Equipment Breakdown"** as used herein means physical loss or damage:

a. Originating within:

- (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

- a. waste disposal piping;
- b. any piping forming part of a fire protective system;
- c. furnaces; and
- d. any water piping other than:

- (1) boiler feed water piping between the feed pump and the boiler;
- (2) boiler condensate return piping; or
- (3) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

- (2) All mechanical, electrical, electronic or fiber optic equipment; and

b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown; or

- (3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" does not mean physical loss or damage caused by or resulting from any of the following:

- (1) Wear and Tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
- (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
- (7) The following causes of loss to personal property:
 - a. dampness or dryness of atmosphere;
 - b. marring or scratching.
- (8) Loss, damage, cost or expense used by, contributed to, by or resulting from, in whole or in part, any of the following:
 - fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

However, if loss or damage not otherwise excluded results, then we will pay for such resultant damage.

- 4. "Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

The following forms are modified with respect to coverage provided by this endorsement only:

FINANCIAL INSTITUTION BUILDING AND PERSONAL PROPERTY COVERAGE FORM FINANCIAL INSTITUTION CAUSES OF LOSS - SPECIAL FORM

Read the entire endorsement carefully to determine rights, duties and what is and is not covered.

FINANCIAL INSTITUTION CAUSES OF LOSS - SPECIAL FORM

B. EXCLUSIONS

All Exclusions apply except B.2.a., B.2.d. (6) and B.2.e;

The Exclusions are modified as follows:

- a. The following is added to Exclusion B.1.g.:

However, if electrical Covered Property requires drying out because of the above, we will pay for the direct expenses of such drying out, subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

C. LIMITATIONS

All Limitations apply except C.1.a. and C.1.b.

F. DEFINITIONS

The following is added to the "Specified Causes of Loss" definition:

"Specified Causes of Loss" also means "Equipment Breakdown".

FINANCIAL INSTITUTION BUILDING AND PERSONAL PROPERTY COVERAGE FORM

A. COVERAGE

4. Additional Coverages

The following Additional Coverages are in addition to the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

The following is added to the last paragraph of 4. Additional Coverages, d. Pollutant Clean Up and Removal:

d. "Pollutant" Clean Up and Removal

We will pay for the cost of "pollutant" clean up and removal for losses resulting from an "Equipment Breakdown". The most we will pay for "pollutant" clean up and removal caused by an "Equipment Breakdown" is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this Endorsement.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

1. "Electronic Data Processing Equipment" and "Electronic Data Processing Media"

We will pay for loss or damage to your "electronic data processing equipment" and "electronic data processing media" caused by an "Equipment Breakdown".

"Electronic Data Processing Equipment" means data processing systems, component parts and related peripheral equipment including air conditioning and fire protection equipment used solely for data processing operations. Electronic data processing equipment does not include electronic systems that control production machinery nor the production machinery itself.

"Electronic Data Processing Media" means punch cards, tapes, discs, drums, cells or other magnetic recording or storage devices, including the information recorded on the media. It also includes the original source material used to enter data and/or programs.

The following Additional Coverages are part of and not in addition to the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

The following **Additional Coverages** are added:

h. Expediting Expenses

If you have a loss to Covered Property caused by an **"Equipment Breakdown"**, we will pay "reasonable expediting expenses" to expedite temporary or permanent repairs of the Equipment or to replace the Equipment. As used herein, "reasonable expediting expenses" include overtime and the costs of express or other rapid means of transportation.

i. Refrigerant Contamination

We will pay the loss to your Covered Property that is damaged by contamination from a refrigerant used in any refrigerating, cooling or humidity control equipment at the described premises, provided the contamination occurred as a result of an **"Equipment Breakdown"**. For purposes of this section, refrigerant includes ammonia.

The most we will pay for loss or damage under this coverage is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this endorsement.

j. "Perishable Goods"

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an **"Equipment Breakdown"** of the types of property covered by this policy that are:

- (1) Located on or within 1,000 feet of your described premises; and
- (2) Owned by you, the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for loss or damage under this coverage is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this endorsement.

k. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property due to an **"Equipment Breakdown"** because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace covered property if no CFC refrigerant had been involved. We will also pay for additional loss, as described under the Perishable Goods or Loss of Income Coverages provided by this endorsement, caused by the presence of a refrigerant containing CFC substances.

Coverage under this Section (i) is limited to the lesser of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

F. ADDITIONAL CONDITIONS

The following **Additional Conditions** are added:

3. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

4. Jurisdictional Inspections

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

5. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to an "Equipment Breakdown", we will pay your additional cost to replace with equipment that is better for the environment, safer, or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.

H. DEFINITIONS

The following Definitions are added: "Equipment Breakdown".

3. "Equipment Breakdown" as used herein means physical loss or damage:

a. Originating within:

- (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:

- a. waste disposal piping;
b. any piping forming part of a fire protective system;
c. furnaces; and
d. any water piping other than:

- (1) boiler feed water piping between the feed pump and the boiler;
(2) boiler condensate return piping; or
(3) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.

- (2) All mechanical, electrical, electronic or fiber optic equipment; and

- b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
(2) Electrical or electronic breakdown; or
(3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" does not mean physical loss or damage caused by or resulting from any of the following:

- (1) Wear and Tear;
(2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold
or any other quality in property that causes it to damage or destroy itself;
(3) Smog;
(4) Settling, cracking, shrinking or expansion;
(5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
(6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
(7) The following causes of loss to personal property:
a. dampness or dryness of atmosphere;
b. marring or scratching.
(8) Loss, damage, cost or expense used by, contributed to, by or resulting from, in whole or in part, any of the following:

fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles,

riot or civil commotion, vandalism,
sinkhole collapse, volcanic action,
leakage from fire extinguishing
equipment, water, water damage,
earth movement or flood.

However, if loss or damage not otherwise excluded
results, then we will pay for such resultant damage.

4. "Perishable goods" means personal property
maintained under controlled conditions for its
preservation and susceptible to loss or damage if the
controlled conditions change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

The following forms are modified with respect to coverage provided by this endorsement only:

GOVERNMENTAL PROPERTY COVERAGE FORM
GOVERNMENTAL CAUSES OF LOSS - BASIC FORM
GOVERNMENTAL CAUSES OF LOSS - BROAD FORM
GOVERNMENTAL CAUSES OF LOSS - SPECIAL FORM

Read the entire endorsement carefully to determine your rights and duties and what is and is not covered.

GOVERNMENTAL CAUSES OF LOSS - SPECIAL FORM

B. EXCLUSIONS

All **Exclusions** apply to this Endorsement except the following: **B.2.a., B.2.d. (6) and B.2.e.**

The **Exclusions** are modified as follows:

- a. The following is added to Exclusion **B.1.f.**:

However, if electrical Covered Property requires drying out because of the above, we will pay for the direct expenses of such drying out, subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

C. LIMITATIONS

All **Limitations** apply except C.1.a. and C.1.b.

F. DEFINITIONS

The following is added to the "Specified Causes of Loss" definition:

"Specified Causes of Loss" also means "**Equipment Breakdown**".

GOVERNMENTAL CAUSES OF LOSS - BASIC FORM
GOVERNMENTAL CAUSES OF LOSS - BROAD FORM

A. COVERED CAUSES OF LOSS

The following **Covered Causes of Loss** is added:
"**Equipment Breakdown**"

B. EXCLUSIONS

All **Exclusions** apply to this Endorsement except:

GOVERNMENTAL CAUSES OF LOSS - BASIC FORM - **B.2.a., B.2.d., and B.2.e.**
GOVERNMENTAL CAUSES OF LOSS - BROAD FORM - **B.2.a, B.2.b., and B.2.c.**

The **Exclusions** are modified as follows:

- a. The following is added to **Exclusion B.1.f.**:

However, if electrical Covered Property requires drying out because of the above, we will pay for the direct expenses of such drying out, subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

GOVERNMENTAL PROPERTY COVERAGE FORM

A. COVERAGE

4. Additional Coverages

The following Additional Coverages are in addition to the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

The following is added to the last paragraph of 4.
Additional Coverages, d. Pollutant Clean Up and Removal:

d. "Pollutant" Clean Up and Removal

We will pay for the cost of "pollutant" clean up and removal for losses resulting from an "**Equipment Breakdown**". The most we will pay for "pollutant" clean up and removal caused by an "Equipment Breakdown" is \$250,000 or

the limit indicated on the Schedule, if a schedule is attached and applicable to this Endorsement.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

j. **"Electronic Data Processing Equipment" and "Electronic Data Processing Media"**

We will pay for loss or damage to your "electronic data processing equipment" and "electronic data processing media" caused by an **"Equipment Breakdown"**.

"Electronic Data Processing Equipment" means data processing systems, component parts and related peripheral equipment including air conditioning and fire protection equipment used solely for data processing operations. Electronic data processing equipment does not include electronic systems that control production machinery nor the production machinery itself.

"Electronic Data Processing Media" means punch cards, tapes, discs, drums, cells or other magnetic recording or storage devices, including the information recorded on the media. It also includes the original source material used to enter data and/or programs.

The following **Additional Coverages** are part of and not in addition to the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

The following **Additional Coverages** are added:

f. **Expediting Expenses**

If you have a loss to Covered Property caused by an **"Equipment Breakdown"**, we will pay "reasonable expediting expenses" to expedite temporary or permanent repairs of the Equipment or to replace the Equipment. As used herein, "reasonable expediting expenses" include overtime and the costs of express or other rapid means of transportation.

g. **Refrigerant Contamination**

We will pay the loss to your Covered Property that is damaged by contamination from a refrigerant used in any refrigerating, cooling or humidity control equipment at the described

premises, provided the contamination occurred as a result of an **"Equipment Breakdown"**. For purposes of this section, refrigerant includes ammonia.

The most we will pay for loss or damage under this coverage is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this endorsement.

h. **"Perishable Goods"**

We will pay for loss of "perishable goods" due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an **"Equipment Breakdown"** of the types of property covered by this policy that are:

- (1) Located on or within 1,000 feet of your described premises; and
- (2) Owned by you, the building owner at your described premises, or owned by a public utility.

However, we will not pay for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most we will pay for loss or damage under this coverage is \$250,000 or the limit indicated on the Schedule, if a schedule is attached and applicable to this endorsement.

i. **CFC Refrigerants**

We will pay for the additional cost to repair or replace Covered Property due to an **"Equipment Breakdown"** because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace covered property if no CFC refrigerant had been involved. We will also pay for additional loss, as described under the Perishable Goods or Loss of Income Coverages provided by this

endorsement, caused by the presence of a refrigerant containing CFC substances.

Coverage under this Section (i) is limited to the lesser of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

F. ADDITIONAL CONDITIONS

The following **Additional Conditions** are added:

3. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing via regular U.S. mail a written notice of suspension / coverage reinstatement to:

- (a) Your last known address; or
- (b) The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

4. Jurisdictional Inspections

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. However, in performing such an inspection, we do not warrant that conditions are safe or healthful.

5. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to an "Equipment Breakdown", we will pay your additional cost to replace the Covered Property with equipment that is better for the environment, safer, or more efficient than the Covered Property being replaced.

However, in no event will we pay more than 125% of what the cost would have been to repair or replace the Covered Property with like kind and quality. This Condition does not apply to any property to which Actual Cash Value applies.

H. DEFINITIONS

The following **Definitions** are added: "**Equipment Breakdown**".

4. "Equipment Breakdown" as used herein means physical loss or damage:

a. Originating within:

- (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
 - a. waste disposal piping;
 - b. any piping forming part of a fire protective system;
 - c. furnaces; and
 - d. any water piping other than:
 - (1) boiler feed water piping between the feed pump and the boiler;
 - (2) boiler condensate return piping; or
 - (3) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
- (2) All mechanical, electrical, electronic or fiber optic equipment; and

b. Caused by, resulting from, or consisting of:

- (1) Mechanical breakdown;
- (2) Electrical or electronic breakdown; or
- (3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" does not mean physical loss or damage caused by or resulting from any of the following:

- (1) Wear and Tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold
or any other quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
- (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
- (7) The following causes of loss to personal property:
 - a. dampness or dryness of atmosphere;
 - b. marring or scratching.
- (8) Loss, damage, cost or expense used by, contributed to, by or resulting from, in whole or in part, any of the following:

fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

However, if loss or damage not otherwise excluded results, then we will pay for such resultant damage.

5. "Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.